

2362

AGREEMENT
BETWEEN THE
SADDLE BROOK BOARD OF EDUCATION
AND THE
SADDLE BROOK ADMINISTRATORS ASSOCIATION
FOR THE
SCHOOL YEARS
1994-1995
1995-1996
SADDLE BROOK, NEW JERSEY

ARTICLE I

RECOGNITION

A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for all certified administrators, whether under contract, on leave, on a per diem basis, employed or to be employed by the Board excluding: Superintendent of Schools and School Business Administrator.

The Association represents the administrative titles listed below:

Principal
Director
Coordinator/C.S.T.
Vice Principal/Director of Guidance

B. Unless otherwise indicated, the term "administrators", when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined.

ARTICLE II

A. Maintaining Current Benefits

Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any employee's benefit existing prior to its effective date.

B. Modification - Understanding of Parties

This Agreement incorporates the entire understanding of the parties in all matters which were or could have been the subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the contemplation of either or both parties at the time they negotiated or executed this Agreement.

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

This Agreement shall be effective as of July 1, 1994, and shall continue in effect until June 30, 1996, subject to the Association's right to negotiate over a successor agreement, as provided herein.

ARTICLE III

Commensurate Fringe Benefits

A. All benefit changes commensurate to those of the teaching staff, for the full term of their negotiated contract, unless superseded by these agreements, shall be awarded the Administrators' Association.

B. 1. The Board agrees to provide without cost to the employee, dental insurance administered through the Pension Life Insurance Company of America. The Board shall have the right to change the carrier providing that such change does not result in any loss of benefit. The Board agrees to provide 100% of the cost of the above program under the family plan where applicable to the employee.

2. Current deductible limits for Basic Services will be changed to a \$50.00 annual deductible for a single employee and a maximum \$150.00 annual deductible for a family. In the event a family consists of less than 3 members the deductible will be reduced to reflect \$50.00 per family member. For example, if there are two (2) members in the family the annual deductible will equal \$100.00 per year.

C. The Board shall provide without cost to the employee, a \$4.00 co-pay for generic drugs/\$8.00 co-pay for name brands, full family prescription plan.

ARTICLE IV

ACTING SUPERINTENDENT-COMPENSATION

An Administrator assigned responsibilities of the position of Acting Superintendent during an extended absence of the superintendent of more than five (5) consecutive days shall be compensated at the rate of \$150.00 per day.

ARTICLE V

PROFESSIONAL DUES

The Board of Education recognizes the value of professional organizations and agrees to pay annually \$150.00 dues for Administrators who join professional organizations at the County, State and National levels.

ARTICLE VI

TERMS OF EMPLOYMENT

Administrators shall work every day school is in session. In addition, they shall work during the following school vacation periods:

1. Spring Recess - Elementary principals hired prior to 1990 do not work during the spring recess. Other administrators hired prior to July 1, 1992 will work two (2) days during this period.

2. Summer Recess.

3. Vacation may be taken during these periods with the prior approval of the superintendent.

ARTICLE VII

REIMBURSEMENT FOR GRADUATE COURSES

Each administrator shall be reimbursed for a maximum of 9 graduate credits per year at the state college rate which graduate courses shall be related to the staff member's current job function. Each staff member must receive prior approval of the Superintendent before enrolling in each graduate course.

ARTICLE VIII

SALARIES

The salaries for the duration of this agreement are set forth for the membership:

<u>Administrator</u>	<u>1994-1995</u>	<u>1995-96</u>
Dr. James Baker	63,898	66,773
Salvatore Cusmano	70,000	78,000
Dorothy Gorman	79,433 (C)	83,007 (C)
Karl Hass	70,000	73,150
Anthony Malzone	65,993	68,962
Susan Raymond	72,000	75,240
Jack Wasdyke	80,537	84,161 (A)

Longevity

18 years - A	1,827
21 years - B	2,610
24 years - C	3,000

Dual Principalship - + 3,000

ARTICLE IX

GRIEVANCE PROCEDURE

A. Definitions

1. Grievance

A grievance is a claim by an administrator based upon interpretation, application, or violation of this agreement

affecting an employee or group of employees.

2. Aggrieved Person

An aggrieved person is the person or persons making the claim.

3. Party In Interest

A party in interest is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Procedure

1. Informal Action

Any employee shall first discuss it with his immediate supervisor within ten (10) calendar days of the date of the alleged action in an attempt to resolve the matter informally. If the complainant is the Association, the initial discussion shall be at the level of the Superintendent.

2. Level One-Immediate Superior

(a) If, as a result of the discussion, the matter is not resolved to the satisfaction of the complainant within fifteen (15) calendar days of the date of the alleged grievance, the employee shall set forth the grievance in writing to the immediate superior.

(b) If a grievance is not set forth in writing within fifteen (15) calendar days of the alleged grievance, the grievant shall be precluded from remedy.

(c) The immediate superior shall communicate the decision to the grievant in writing within seven (7) calendar days of the receipt of the written grievance.

3. Level Two-Superintendent of Schools

The grievant, no later than seven (7) calendar days of receipt of the immediate superior's decision, may appeal the decision to the Superintendent in writing citing the matter in question and the decision previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed fourteen (14) calendar days. The decision shall be communicated in writing to the aggrieved person and the immediate supervisor.

4. Level three-Board of Education

If the grievance is not resolved to the grievant's satisfaction, no later than seven (7) calendar days after the receipt of the superintendent's decision, the employee may request a review by the Board. The request shall be submitted in writing with the secretary of the Board with copies to the Superintendent. The board, or a committee of the board, shall review the grievance and shall, at the option of the Board, hold a hearing with the grievant. The grievant may request him/herself or elect to be represented by a representative of choice. The board will render a decision in writing within fifteen (15) calendar days of the date it received the grievance.

5. Level Four-Advisory Arbitration

If the decision of the Board does not resolve the grievance to the satisfaction of the grievant, Notice of Intent to proceed to advisory arbitration shall be given to the Board through the Superintendent within fourteen (14) calendar days after the receipt of the decision being appealed. The advisory arbitration shall be conducted under the rules of the New Jersey Public Employee Relations Commission (PERC).

ARTICLE X

VACATIONS

Administrators shall receive 23 vacation days per year which are to be scheduled with the prior approval of the Superintendent. Administrators hired prior to the 1990 school year, shall receive 26 vacation days with prior approval of the Superintendent. Vacation days may not be accumulated from year to year.

ARTICLE XI

UNUSED SICK DAYS-REIMBURSEMENT

Each employee shall be provided with thirteen (13) sick days per year. Upon retirement from the Saddle Brook school system, an employee shall be entitled to payment at his/her per diem rate for unused sick days at the rate of one (1) day for every three (3) days of accumulated sick days to a maximum of fifteen thousand (\$15,000.00) dollars per retiree.

Dated: September 1995 SADDLE BROOK ADMINISTRATORS' ASSOCIATION

By: Jackie Wandyke
Its President

By: _____
Its Secretary

SADDLE BROOK BOARD OF EDUCATION

By: Sebastian P. Salierno
Sebastian P. Salierno
Its President

By: A. D'Achille
Anthony D'Achille
Its Board Secretary

